

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

JAMES S. POWELL, II, on behalf of)
himself and all others similarly situated,)

Plaintiff,)

v.)

GENERAL MOTORS, LLC)

Defendant.)

Case No.: 2:25-cv-10479

JURY TRIAL DEMANDED

CLASS ACTION COMPLAINT

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PLAINTIFF James S. Powell II (“Plaintiff”), on behalf of himself and all others similarly situated, files this Complaint against Defendant General Motors, LLC (“GM”), based on personal knowledge as to his own actions and on information and belief, based on the investigation of counsel, as to GM’s conduct and practices.

INTRODUCTION

1. Plaintiff brings this class action individually and on behalf of a Class of similarly situated individuals (referred to collectively as “Class Members”) who purchased or leased specified models and years of GM vehicles (the “Class Vehicles” as further defined herein), which are equipped with GM’s L87 V8 engines. The Class Vehicles share a common defect regarding the bearings in their engines which are prone to, and have experienced failure, resulting in breaching of the engine block by the connecting rod and/or engine seizure (the “Engine Defect”).

2. The Engine Defect makes continued use of the Class Vehicles unsafe because drivers are unable to sense an issue with their engine prior to the engine failure occurring. This is particularly dangerous because the Engine Defect results in a sudden loss of power of the vehicle, often while it is being driven at high speeds, thus significantly increasing the risk of a dangerous crash and/or injury. Plaintiff and Class Members have therefore purchased or leased vehicles that subject them to serious risk.

3. In addition to rendering the Class Vehicles unsafe to drive, the Engine Defect significantly reduces the value of the Class Vehicles.

4. As set forth herein, GM has known about the Engine Defect for several years but failed to disclose it to Class Members prior to their purchases or leases of Class Vehicles.

5. Moreover, simply replacing the defective engine with the same type of engine does not address the Engine Defect and leaves consumers subject to the same undisclosed safety risk.

6. GM's actions as alleged herein violate the Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS § 505/1 *et seq*, the laws the Consumer Fraud Multi-State Class as set forth herein, and constitute unjust enrichment.

THE PARTIES

7. Plaintiff is a citizen and resident of Illinois. On or about October 22, 2022, Plaintiff purchased a new 2023 GMC Yukon Denali manufactured by GM and containing a L87 V8 engine.

8. Defendant General Motors, LLC is a citizen and resident of Michigan, which regularly does business all over the United States. GM is headquartered in Delaware, and its principal office is located at 300 Renaissance Center, Detroit, Michigan 48265.

JURISDICTION AND VENUE

9. This is a class action under Rule 23 of the Federal Rules of Civil Procedure.

10. This Court has jurisdiction pursuant to the Class Action Fairness Act, 28 U.S.C. § 1332(d). Because Plaintiff and Defendant are citizens of different states, there is minimal diversity. The total claims of Class Members exceed \$5,000,000 exclusive of interest and costs. There are at least 100 Class Members.

11. The Court has personal jurisdiction over Defendant because it is headquartered in Michigan.

12. Venue is proper in this Court pursuant to 28 U.S.C. § 1391 because Defendant resides in this judicial district and/or a substantial part of the events or omissions giving rise to the claim occurred in this district.

FACTUAL ALLEGATIONS

13. GM manufactures and sells vehicles under several different brand names, including Chevrolet, Buick, GMC, and Cadillac.¹ GM has dealerships across the country under its control, which it authorizes to sell GM's vehicles and to service and repair GM's vehicles.

14. GM has the ability to control nearly every material aspect of its authorized dealerships, and GM acts as the principal in that relationship. For

¹ See <https://www.gm.com/gm-brands>.

example, GM: (a) can terminate the relationship with its authorized dealerships at will; (b) is in the business of selling vehicles as are its authorized dealerships; (c) provides tools, resources, and sales materials that the authorized dealerships are required to use in selling GM's vehicles; (d) supervises its authorized dealerships regularly; and (e) requires its authorized dealerships to display GM's logos on signs, literature, products, and brochures within GM's authorized dealerships, make ongoing reporting of sales, maintain a computer network connection with GM, continually train authorized dealerships' sales and technical personnel, use GM's computer software for ordering parts/supplies, participate in GM's training programs, establish and maintain service departments at authorized dealerships, report to GM regarding new vehicles put into service including the purchaser's name and contact information, vehicle VIN number, delivery date, type of sale, lease/finance terms, factory incentive coding, if applicable, the vehicle's odometer readings, extended service contract sales designations, if any, and names of delivering dealership employees.

15. GM further exercises control over its authorized dealerships with respect to: (a) financial incentives given to GM's employees; (b) the location of the authorized dealerships with the ability to unilaterally move the location of an authorized dealership; (c) the testing and certification of authorized dealerships personnel to ensure compliance with GM's policies and procedures; and (d)

customer satisfaction surveys, pursuant to which GM allocates the number of GM's vehicles to each dealer, thereby directly controlling dealership inventory and profit.

16. GM also requires its authorized dealerships to (a) follow GM's rules and policies in conducting all aspects of dealer business, including the delivery of warranties described above, and the servicing of defective vehicles such as the Class Vehicles; (b) identify themselves and to the public as authorized GM dealerships and servicing outlets for GM's vehicles; (c) use service and repair forms containing GM's brand names and logos; (d) perform warranty diagnoses and repairs in accordance with the procedures and policies controlled and set forth in writing by GM; (e) use parts and tools either provided by GM, or approved by GM, and to inform GM when dealers discover that unauthorized parts have been installed on one of GM's vehicles; and (f) provide GM with frequent, periodic statements and records pertaining, in part, to dealership sales and servicing of GM's vehicles.

17. GM also: (a) requires that vehicle owners go to its authorized dealerships to obtain servicing under GM's warranties; (b) requires authorized dealerships' service and repair employees to be trained by GM in the methods of repair of GM's vehicles; (c) provides technical service bulletins and messages to authorized dealerships detailing issues present in product lines, and repair procedures to be followed; (d) provides authorized dealerships with specially trained service and repair consultants with whom dealerships are required by GM to consult

when dealerships are unable to correct a vehicle defect on their own; and (e) maintains liberal and ongoing audit rights over its authorized dealerships' sales and service departments and directly contacts the customers of dealerships to determine their level of satisfaction with the sales and repair services provided by the authorized dealerships (and gives the authorized dealerships financial incentives or reprimand depending on the level of satisfaction).

18. GM advertises the safety of its vehicles, including by representing that “GM looks at safety differently. We know road safety is more than just vehicle features, which is why we take a holistic approach, combining **research, technology** and **advocacy** to help keep you and your family safe on the road.”² (emphasis in original).

19. It further states on its webpage devoted to “Vehicle Safety” that “[s]afety engineered through a human lens means developing initiatives to support safe driving and technologies that can help mitigate crashes.”³ It adds that “GM is committed to helping create a future with zero crashes.” *Id.*

20. As set forth herein, contrary to its representations that GM prioritizes safety, its sale of Class Vehicles, which contain engines that seize without warning, puts drivers of Class Vehicles at substantial risk.

² <https://www.gm.com/innovation/vehicle-safety/safety-through-a-human-lens>.

³ <https://www.gm.com/innovation/vehicle-safety>

A. Overview of the Engine Defect in the Class Vehicles

21. Defendant manufactures and sells several vehicle models with a L87 V8 engine, including the following vehicle models and years: 2019-2024 Chevrolet Silverado 1500; 2021-2024 Chevrolet Tahoe; 2021-2024 Chevrolet Suburban; 2019-2024 GMC Sierra 1500; 2021-2024 GMC Yukon; 2021-2024 GMC Yukon XL; 2021-2024 Cadillac Escalade; and 2021-2024 Cadillac Escalade ESV (the “Class Vehicles”).

22. As has been reported to the National Highway Traffic Safety Administration (“NHTSA”)⁴ through numerous complaints and additional Early Warning Reporting Field Reports, Defendant’s L87 V8 engine in the Class Vehicles have experienced and are overly susceptible to engine failure causing a loss of motive power resulting from a failure of the engine bearings.⁵

23. The NHTSA summary states that “[t]he complainants report a bearing failure that may result in either engine seizure or breaching of the engine block by the connecting rod. The complainants report that there is no detectability prior to the failure.” *Id.*

⁴ NHTSA is the federal agency responsible for keeping people safe on America’s roadways. See <https://www.nhtsa.gov/about-nhtsa> (accessed 2/18/25).

⁵ <https://static.nhtsa.gov/odi/inv/2025/INOA-PE25001-10002.pdf> (accessed 2/18/25).

24. “Failure or malfunction of the engine results in loss of motive power of the vehicle, which may lead to an increased risk of a crash resulting in injury and/or property damage.” *Id.*

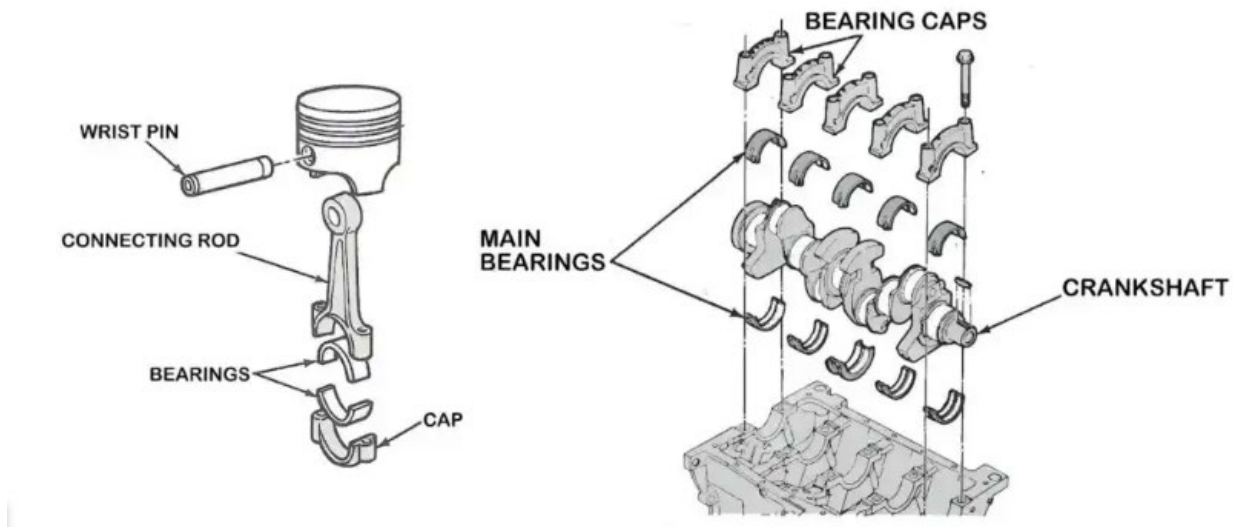
25. According to the NHTSA, approximately 877,710 vehicles have the L87 V8 engine affected by this issue. *Id.*

B. Background on Engine Bearings

26. An engine bearing refers to the “main supports for the major moving parts of an engine” which “reinforc[e] the operating loads and reduc[e] the friction these parts generate.”⁶

⁶<https://www.carparts.com/blog/what-are-engine-bearings-and-why-are-they-important/?srsltid=AfmBOooi4xbaeGRfGxpUsRmkDLFNrUNG8zVR-P9hvW4vHam6CElWjj3V> (accessed 2/18/25).

27. The following image shows a sketch of engine bearings, in addition to an engine's connecting rod and crankshaft⁷:



28. The following image from gmparts.com shows an engine crankshaft bearing set:⁸

⁷ See *id.*

⁸<https://parts.gmparts.com/product/gm-genuine-parts-engine-crankshaft-bearing-set-12591092?srsltid=AfmBOoroZATuqDdI5pHl7lnhl5gIJNT1hsG37JjDw7v-pTK1T7-5pEtb> (accessed 2/18/25).



29. Engine bearings are “critical to the operation and performance of the engine, and allow the rotating portions of the crankshaft, camshaft, connecting rods, and more to spin with minimal friction or damage. They must be able to withstand the extreme heat and pressures that build while an engine is running. Most engine bearings do not use any type of roller, instead they use a layer of oil between the faces of the two rotating surfaces.”⁹

30. An engine’s connecting rod “provides the mechanical linkage between piston and crankshaft.”¹⁰ “Together with the crank, the connecting rod converts the

⁹ <https://www.oreillyauto.com/shop/b/bearings---seals/engine-bearings/23d73b7c77fc> (accessed 2/18/25).

¹⁰ <https://www.sciencedirect.com/topics/engineering/connecting-rods> (accessed 2/18/25).

reciprocating motion of the piston into the rotation of the crankshaft.”¹¹ An image of a connecting rod is shown on parts.gmc.com:¹²



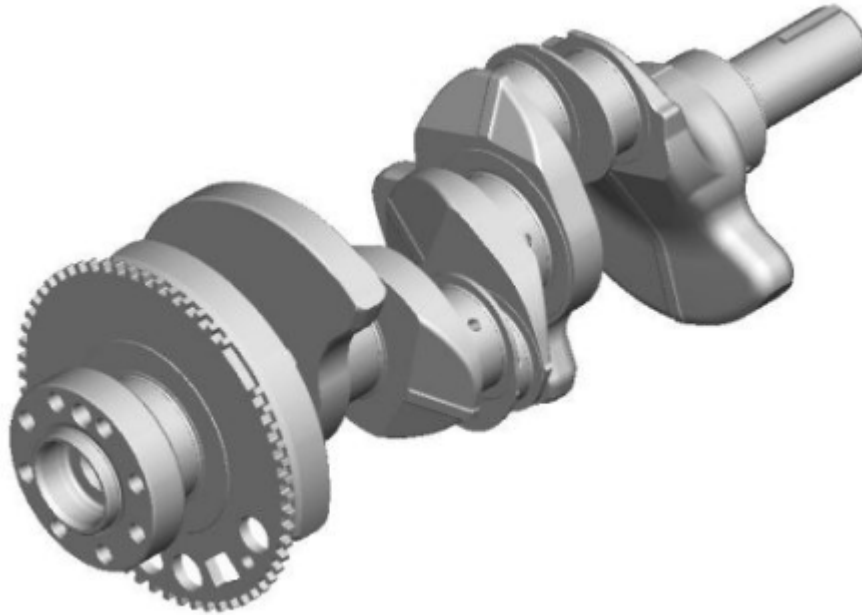
31. The engine’s crankshaft “is a crank with a number of handles” and has “one crank throw for each piston and connecting rod.”¹³ “As the crankshaft rotates, it travels all the way to the bottom of the cylinder bore, with the connecting rod transferring that motion to the corresponding crank throw, which converts the piston’s vertical movement into a rotational motion, all driven by the combustion

¹¹ <https://www.theengineeringchoice.com/what-is-connecting-rod/> (accessed 2/18/25).

¹² <https://parts.gmc.com/product/gm-genuine-parts-engine-connecting-rod-12648238> (accessed 2/18/25).

¹³ https://www.carparts.com/blog/your-guide-to-understanding-the-basics-of-the-crankshaft-and-camshaft/?srsltid=AfmBOooaX78HiVoBXab4da-4GPaXYi_rL0oRBw9DF2-pGOx0EavyDbTu (accessed 2/18/15).

events that happen in sequence in the cylinders above the pistons.” *Id.* An image of a GM engine crankshaft is shown below:¹⁴



32. A connecting rod bearing “is a type of engine bearing found at the junction of the connecting rod or piston rod and the crankshaft. Connecting rod bearings provide a smooth surface to interface with the crankshaft journal, allowing for smooth articulation of the piston through the path of its stroke. Also called rod bearings or engine rod bearings, the rod bearings are typically split into two halves,

¹⁴https://parts.gmparts.com/product/gm-genuine-parts-engine-crankshaft-12691777?srsId=AfmBOorZUSjfXZTuq7vqaUAfy4TCad_xFhaamp2r9IfOKQclERJtgxmL (accessed 2/18/25).

one of which presses into the connecting rod and the other in the rod cap.”¹⁵ The following is an image of a GM engine connecting rod bearing set:¹⁶



33. Further, “[c]onnecting rod bearings provide rotating motion of the crank pin within the connecting rod, which transmits cycling loads applied to the piston.”¹⁷

34. As set forth herein, the Class Vehicles have a common defect that endangers Class Members, passengers, and other drivers, as the defective engine bearings are prone to failure, resulting in sudden seizure of the engine. Such engine

¹⁵<https://www.oreillyauto.com/shop/b/engines---transmissions/connecting-rods--pistons---rings/connecting-rod-bearings/b58a286269b6> (accessed 2/18/25).

¹⁶https://parts.gmparts.com/product/gm-genuine-parts-engine-connecting-rod-bearing-set-92028817?srsId=AfmBOoq44riP4zBiPou11bBObBHSMKXKGb9RnBr_vYOG5Kgp9xXKRwv5 (accessed 2/18/25).

¹⁷<https://www.kingbearings.com/wp-content/uploads/2014/10/Engine-Bearings-and-how-they-work.pdf> (accessed 2/18/25).

seizure, often occurring while the Class Vehicle is being driven at full speeds on the road, makes it extremely risky for Class Members to continue to drive their Class Vehicles. This is shown by the narratives of consumers set forth below, many of whom experienced sudden engine seizure while driving Class Vehicles at high speeds.

C. GM's Knowledge of the Engine Defect

1. GM's knowledge of the Engine Defect from pre-sale testing and publication to dealers

35. On information and belief, GM performs rigorous pre-sale testing of its engine parts, including the engine bearing and the connecting rod. For example, on a webpage for the sale of Chevrolet parts, it states that “GM Genuine Parts Engine Connecting Rod Bearing Pairs are designed, engineered, and tested to rigorous standards, and are backed by General Motors. GM Genuine Parts are the true OE parts installed during the production of or validated by General Motors for GM vehicles.”¹⁸

36. Further, on information and belief, GM performs quality control specifically relating to its bearings.¹⁹

¹⁸<https://parts.chevrolet.com/product/gm-genuine-parts-engine-connecting-rod-bearing-set-19317286> (accessed 2/18/25).

¹⁹ See, e.g., <https://www.caranddriver.com/news/a15368085/maliboom-faulty-connecting-rod-bearing-causing-engine-failures-in-gm-four-cylinders/>. (accessed 2/18/25).

37. Accordingly, based on its pre-sale testing of the relevant engine parts, GM was, and/or should have been aware of, the Engine Defect.

38. Moreover, GM's knowledge of the Engine Defect is specifically shown by an article it published on gm-techlink.com, a website GM maintains for the purpose of providing information and education to its dealers.²⁰

39. The March 24, 2023 article, entitled "V8 Engine Crankshaft Bearing Conditions," states that "[a] no crank condition may be found on some 2019-2023 Silverado, Sierra; 2021-2023 Tahoe, Suburban, Yukon and Escalade models equipped with the 6.2L V8 engine (RPO L87)."²¹ It explains that the "no crank condition may be due to a seized engine with an open starter fuse. Various engine sounds, such as a thumping, knocking or rattling, may be present. These conditions may be the result of crankshaft bearing failure."

40. The article states that in cases of suspected bearing failure, "first check the engine oil and filter for excessive metal debris and bearing material." *Id.* It adds that "if bearing material is identified, remove the engine oil pan and inspect the crankshaft rod and main bearings for any damage. Component replacement or, depending on the extent of damage, engine replacement may be necessary." *Id.* It

²⁰ See https://gm-techlink.com/?page_id=445 ("All content is intended for General Motors dealer educational purposes only") (accessed 2/17/25).

²¹ <https://gm-techlink.com/?p=17349> (accessed 2/17/25).

further states that “[t]he amount of bearing damage determines if the engine should be replaced.” *Id.*

41. Additionally, GM states that “[i]f there is crankshaft main bearing failure, it may be necessary to also replace the oil cooler, oil cooler lines and oil tank, if equipped, along with the damaged engine components.” *Id.*

42. Accordingly, it is indisputable that GM has had knowledge of the Engine Defect prior to March 24, 2023, the date it published the Tech Link with data about the Silverado, Sierra, Tahoe, Suburban, Yukon, and Escalade models.

43. Further, as set forth below, GM was aware of the Engine Defect through extensive consumer complaints on both the NHTSA Website and various third party websites and forums.

2. GM’s knowledge of the Engine Defect from complaints on the NHTSA website

44. GM also had knowledge of the Engine Defect based on consumer complaints on the NHTSA website.

45. Upon information and belief, the NHTSA sent complaints it received about the Engine Defect directly to GM.

46. On information and belief, GM also monitors consumer complaints posted on the NHTSA website, as part of its obligation to report safety defects to the NHTSA.²²

47. Complaints on the NHTSA may be monitored and searched by vehicle make, model, and year, and a search of the Class Vehicles yields numerous complaints regarding the Engine Defect, as shown by the following overview:

48. A consumer from North Carolina wrote on December 16, 2021, regarding her 2021 Chevrolet Silverado 1500 that her local dealer found that “two rods had gone through the engine block and the engine needed to be replaced” and that “[t]he manufacturer was made aware of the failure.”

22

https://www.nhtsa.gov/sites/nhtsa.gov/files/documents/mvdefectsandrecalls_808795.pdf.

December 16, 2021 NHTSA ID NUMBER: 11444064

Components: ENGINE

NHTSA ID Number: 11444064

Incident Date December 5, 2021

Consumer Location KITTY HAWK, NC



Vehicle Identification Number 1gcuyeed2mz****

Summary of Complaint

CRASH	No	The contact owns a 2021 Chevrolet Silverado 1500. The contact stated while driving 55 MPH, she heard abnormal knocking sounds coming from the engine. The contact veered to the side of the road inspected the vehicle but found no issues. The contact continued driving for a while before the failure recurred and the sound was much louder. The check engine warning light illuminated. The vehicle was towed to a local dealer to be diagnosed. The contact was informed that two rods had gone through the engine block and the engine needed to be replaced. The vehicle was not repaired. The manufacturer was made aware of the failure. The failure mileage was approximately 6,000.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

[Copy Link to Information](#)

6

RECALLS

INVESTIGATIONS **2**


COMPLAINTS **309**

★★★★★

OVERALL SAFETY RATING

49. A consumer from Texas wrote on August 1, 2022, regarding her 2021 GMC Yukon that her dealership “found internal engine bearing material in oil indicating internal mechanical failure. Dealership removed engine oil pan and #1 and #2 connecting rods and found bearings spun causing catastrophic engine failure. . . Dealership then followed bulletin #22-NA-074 for replacement of engine oil, cooler lines and engine oil cooler after connecting rod and main bearing damage.”

2021
GMC YUKON XL
SUV 2WD



11

RECALLS

INVESTIGATIONS 2

COMPLAINTS 55

★★★★★

OVERALL SAFETY RATING

August 1, 2022 NHTSA ID NUMBER: 11477035

Components: POWER TRAIN, ENGINE

NHTSA ID Number: 11477035

Incident Date June 10, 2022

Consumer Location CORPUS CHRISTI, TX

Vehicle Identification Number 1GKS2JKL5MR****

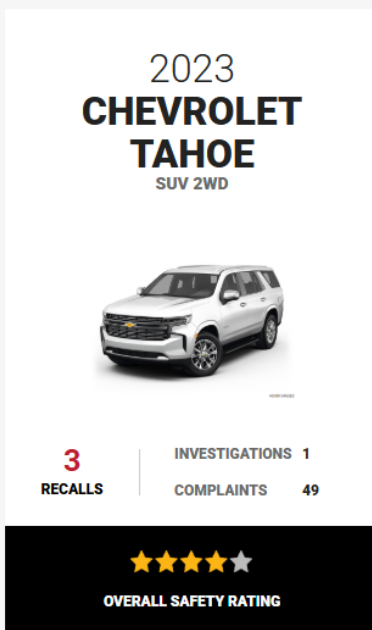
Summary of Complaint

CRASH	No	<p>While traveling at highway speeds, the vehicle suddenly and without warning lost power. All gauges remained in the normal range. After pulling on to the shoulder of a highway and turning the vehicle off, the vehicle would not start. After being towed the dealership, the vehicle would not power up. Dealership checked DTCS and found code P0016 Crankshaft Position Sensor and Intake/Single Camshaft Position Sensor Correlation. Dealership inspected wiring for chaffing and tested camshaft position sensor circuitry and all found in normal condition. Dealership followed document ID: 5646662 diagnostic procedure inspecting camshaft position sensor and camshaft actuator solenoid valve for incorrect installation or damage. While inspecting, dealership found internal engine bearing material in oil indicating internal mechanical failure. Dealership removed engine oil pan and #1 and #2 connecting rods and found bearings spun causing catastrophic engine failure. Crankshaft main bearing cap #3 also found discolored from extreme heat. Dealership then followed bulletin #22-NA-074 for replacement of engine oil, cooler lines and engine oil cooler after connecting rod and main bearing damage The vehicle only had 17,067 miles.</p>
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

[Copy Link to Information](#)

50. A consumer from New Hampshire wrote on December 27, 2023, regarding their 2023 Chevrolet Tahoe that their “Car completely died. Engine spun a bearing at 10,000 miles.”



December 27, 2023 NHTSA ID NUMBER: 11562182

Components: ENGINE

NHTSA ID Number: 11562182

Incident Date December 27, 2023

Consumer Location PELHAM, NH

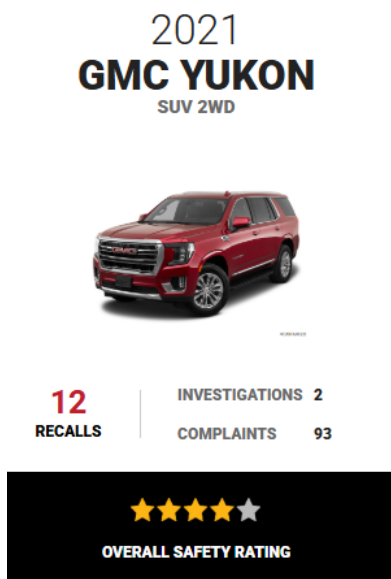
Vehicle Identification Number 1GNSKRKL8PR****

Summary of Complaint

CRASH	No	Car completely died. Engine spun a bearing at 10,000 miles.
FIRE	No	
INJURIES	0	
DEATHS	0	

[1 Affected Product ▾](#)[Copy Link to Information](#)

51. Another consumer wrote on March 30, 2024, regarding their 2021 GMC Yukon that they had “[t]otal engine failure due to bearing issues in the bottom half of the engine.”



March 30, 2024 NHTSA ID NUMBER: 11580224

Components: ENGINE

NHTSA ID Number: 11580224

Incident Date March 29, 2024

Consumer Location Unknown

Vehicle Identification Number 1GKS2DKL0MR****


Summary of Complaint

CRASH	No	Total engine failure due to bearing issues in the bottom half of the engine.
FIRE	No	
INJURIES	0	
DEATHS	0	

[1 Affected Product ▾](#)[Copy Link to Information](#)

52. A consumer from South Carolina wrote on April 25, 2024, regarding their 2022 GMC Sierra 1500, that their dealer “diagnosed a failure with the rod bearings. The vehicle was repaired. The manufacturer was notified of the failure but provided no assistance.”

2022
GMC SIERRA 1500
LIMITED
PU/RC 2WD



IMAGE NOT AVAILABLE

4

RECALLS

INVESTIGATIONS 1

COMPLAINTS 207


OVERALL SAFETY RATING

April 25, 2024 NHTSA ID NUMBER: 11585235

Components: ENGINE

NHTSA ID Number: 11585235

Incident Date April 25, 2024

Consumer Location CONWAY, SC

Vehicle Identification Number 3GTUUFEL5NG****

Summary of Complaint


CRASH	No	The contact owns a 2022 GMC Sierra 1500. The contact stated that while driving at an undisclosed speed, he heard a knock sound coming from the engine compartment. No warning lights were illuminated. The vehicle was taken to the dealer, and during an inspection, the engine seized, after which the dealer diagnosed a failure with the rod bearings. The vehicle was repaired. The manufacturer was notified of the failure but provided no assistance. The failure mileage was 31,000.
FIRE	No	
INJURIES	0	
DEATHS	0	

[1 Affected Product ▾](#)

[Copy Link to Information](#)

53. A consumer from Texas wrote on June 3, 2024, regarding their 2021 GMC Sierra 1500 that their dealer “confirmed a rod bearing failure.”

2021
GMC SIERRA 1500
PU/RC 2WD



5

RECALLS

INVESTIGATIONS **2**

COMPLAINTS **171**

★★★★★

OVERALL SAFETY RATING

June 3, 2024 NHTSA ID NUMBER: 11592274

Components: ENGINE

NHTSA ID Number: 11592274

Incident Date May 24, 2024

Consumer Location SCHERTZ, TX

Vehicle Identification Number 3GTP9EED2MG****

Summary of Complaint

CRASH	No	<p>The contact owns a 2021 GMC Sierra 1500. The contact stated that while driving at an undisclosed speed, the vehicle failed to accelerate as needed and made an abnormal sound. The contact assumed that the sound was coming from the transmission and the vehicle was taken to a dealer. The dealer diagnosed the vehicle and suggested that the failure might be a pulley or a rod bearing failure. The contact took the vehicle to another dealer who confirmed a rod bearing failure. The manufacturer was not made aware of the failure. The vehicle was not repaired. The failure mileage was approximately 46,000.</p>
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

[Copy Link to Information](#)

54. A consumer from Michigan wrote on June 27, 2024, regarding their 2022 GMC Sierra 1500 limited that the crank bearing spun upon inspection by the dealer and that “[t]his is a known problem by the dealerships, GM & repair shops.”

2022

GMC SIERRA 1500

LIMITED

PU/RC 2WD




IMAGE NOT AVAILABLE

4

RECALLS

INVESTIGATIONS 1

COMPLAINTS 207

★★★★★

OVERALL SAFETY RATING

June 27, 2024 NHTSA ID NUMBER: 11597240

Components: ENGINE

NHTSA ID Number: 11597240

Incident Date June 8, 2024

Consumer Location AFTON, MI


Vehicle Identification Number 3GTUDELONG****

Summary of Complaint

CRASH	No	Just got off the highway was at stop sign on exit ramp and it just died. No warnings no lights no indication that something was about to happen. No neutral so couldn't even push it out of the way of traffic. Had it towed to shop for diagnostic. Possible lifter problem. \$600. Dealership towed it to their shop. Engine tear down, lifters replaced. Gmc to pay 30%, dealership paying \$1000, me \$1300. Dealership started truck and the crank bearing spun. Now needs new engine, which are on back order. Cost ??? How long before engine available??? This is a known problem by the dealerships, GM & repair shops. Had we still been on the highway when this occurred doing 75mph we could have been killed.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

[Copy Link to Information](#)




55. A consumer from New Jersey wrote on September 11, 2024, regarding their 2021 GMC Sierra 1500 that a dealer suspected the crankshaft bearing had seized in their vehicle and that the manufacturer was notified.

2021

GMC SIERRA 1500

PU/RC 2WD



5

RECALLS

INVESTIGATIONS 2

COMPLAINTS 171

★★★★★

OVERALL SAFETY RATING

September 11, 2024 NHTSA ID NUMBER: 11614009

Components: ENGINE

NHTSA ID Number: 11614009

Incident Date September 3, 2024

Consumer Location CARNEYS POINT, NJ

Vehicle Identification Number 3GTU9DEL4MG****

Summary of Complaint

CRASH	No	The contact's husband owns a 2021 GMC Sierra 1500. The contact stated that while her husband was driving 80 MPH, the vehicle stalled. Additionally, the "Shift to Neutral and Restart" message blinked. The vehicle was steered to the side of the road where the vehicle failed to restart. The vehicle was towed to an independent mechanic where the failure was not able to be replicated. The vehicle was then towed to the dealer where it was suspected that the crankshaft bearing had seized, putting pressure on the starter, causing a short. The contact was informed that the engine needed to be taken apart for a proper diagnostic test. The vehicle was not repaired. The manufacturer was notified of the failure. The failure mileage was approximately 81,000.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

[Copy Link to Information](#)


56. A consumer from Alabama wrote on December 13, 2024, regarding their 2020 Chevrolet Silverado 1500 that the “[m]ain bearing on crankshaft went out.”

2020

CHEVROLET

SILVERADO 1500

PU/RC 2WD



11

RECALLS

INVESTIGATIONS 2

COMPLAINTS 371

★★★★★

OVERALL SAFETY RATING

December 13, 2024 NHTSA ID NUMBER: 11630527

Components: ENGINE

NHTSA ID Number: 11630527

Incident Date October 1, 2024

Consumer Location FRISCO CITY, AL

Vehicle Identification Number 3GCPYFEL9LG****

Summary of Complaint

CRASH	No	Main bearing on crankshaft when out
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

[Copy Link to Information](#)

57. A consumer from Michigan wrote on November 21, 2024, regarding their 2021 GMC Yukon that a repair facility found “[s]pun rod bearings on cylinders 1 and 2 damaged the crankshaft.”

2021

GMC YUKON

SUV 2WD

12

RECALLS

INVESTIGATIONS 2

COMPLAINTS 93

★★★★★

OVERALL SAFETY RATING

November 21, 2024 NHTSA ID NUMBER: 11626737

Components: ENGINE

NHTSA ID Number: 11626737

Incident Date November 19, 2024

Consumer Location HOWELL, MI

Vehicle Identification Number 1GKS2DKL3MR****

Summary of Complaint


CRASH	No	I was driving 55 mph and the engine failed without any prior warning. I was partially blocking traffic while waiting for a tow truck. The car was taken to a repair facility and diagnosed. Spun rod bearings on cylinders 1 and 2 damaged the crankshaft. I purchased this car \$49,000 45 days ago and have made one payment on a car that is not drivable and parts are not readily available. There is a GM service bulletin because this is a known issue but not a recall. The power train warranty is up by mileage not time. I contacted the dealership and GMC and they will not assist with repairs.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

[Copy Link to Information](#)

58. A consumer from Texas wrote on January 14, 2025, regarding their 2022 Chevrolet Silverado 1500 that that a rod in the motor went through the engine block.

2022
**CHEVROLET
SILVERADO 1500
LTD**
PU/RC 2WD


IMAGE NOT AVAILABLE

4

RECALLS

INVESTIGATIONS 1

COMPLAINTS 207

★★★★★

OVERALL SAFETY RATING

January 14, 2025 NHTSA ID NUMBER: 11635919

Components: ENGINE

NHTSA ID Number: 11635919

Incident Date January 13, 2025

Consumer Location SPRINGTOWN, TX

Vehicle Identification Number 3GCPWBEK5NG****

Summary of Complaint


<p>CRASH No</p> <p>FIRE No</p> <p>INJURIES 0</p> <p>DEATHS 0</p>	<p>GM has issue with Part restriction on the bottom end of the motor and rocker bearings going bad. No recalls on this just TSB. With that being said the motor blew a rod through the block because of the part restriction on the bottom end of the motor. GM wont fix it because it just a TSB. GM states that this is an issue the customer needs to fix and to look out for these issues. Even though the bottom end of the restriction is a catastrophic failure when there motor fails. I was 20 MPH when the rod in the motor went through the block. Now I got a 50000 dollar paper weight I cant drive because GM refuses to fix there issue.</p>
---	---

1 Affected Product ▾

[Copy Link to Information](#)

59. A consumer from Michigan wrote on January 17, 2025, regarding their 2019 Chevrolet Silverado 1500 that the “[e]ngine failed and had to be replaced because of bearing failure.”

2019
**CHEVROLET
SILVERADO LD
1500**
PU/EC 4WD



10

RECALLS

INVESTIGATIONS 1

COMPLAINTS 677

★★★★☆

OVERALL SAFETY RATING

January 17, 2025 NHTSA ID NUMBER: 11636561

Components: ENGINE

NHTSA ID Number: 11636561

Incident Date December 22, 2021

Consumer Location RICHMOND, MI

Vehicle Identification Number 1GCUYDED6KZ****

Summary of Complaint

<p>CRASH No</p> <p>FIRE No</p> <p>INJURIES 0</p> <p>DEATHS 0</p>	<p>Engine failed and had to be replaced because of bearing failure</p>
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1 Affected Product ▾

[Copy Link to Information](#)


60. A consumer from Michigan wrote on January 17, 2025, regarding their 2023 Chevrolet Silverado that their GM dealership informed them “the thrust bearing went out which may have caused damage to the crankshaft.”

2023

CHEVROLET

SILVERADO 1500

PU/RC RWD



2

RECALLS

INVESTIGATIONS 1

COMPLAINTS 105

Not been rated

OVERALL SAFETY RATING

January 17, 2025 NHTSA ID NUMBER: 11636439

Components: ENGINE

NHTSA ID Number: 11636439

Incident Date January 14, 2025

Consumer Location MONROE, MI

Vehicle Identification Number 3GCUDHEL7PG****

Summary of Complaint

CRASH	No	There were no symptoms prior to the engine failure. On January 14th, 2025 while driving 58 miles per hour heard a sound that sounded like a slap on the back window. After the slap sound I noticed the engine was not running as normal. There was also a sound coming from the engine like metal rattling around. A few minutes later the check engine light appeared in the instrument panel. Had the vehicle towed to the nearest GM dealership and was informed that the thrust bearing went out which may have caused damage to the crankshaft.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾


[Copy Link to Information](#)

61. A consumer from Michigan wrote on January 17, 2025, regarding their 2024 GMC Sierra 1500 that engine bearing failure caused complete loss of power while driving and that the bearing failure was confirmed by the GM dealer.

2024

GMC SIERRA 1500

PU/RC RWD



0

RECALLS

INVESTIGATIONS 1

COMPLAINTS 73

★★★★★

OVERALL SAFETY RATING

January 17, 2025 NHTSA ID NUMBER: 11636622

Components: ENGINE

NHTSA ID Number: 11636622

Incident Date December 28, 2024

Consumer Location JACKSON, MI

Vehicle Identification Number 1GTUUGEL4RZ****

Summary of Complaint

CRASH	No	Engine bearing failure, complete loss of power while driving and turning left into oncoming traffic. Bearing failure confirmed by GM Dealer, brass shavings in oil pan.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

[Copy Link to Information](#)

62. A consumer from Indiana wrote on January 17, 2025, regarding their 2022 GMC Yukon that after their engine failed on the highway with little children in the car, their dealer diagnosed “main crank thrust bearing failure.”

2022

GMC YUKON XL

SUV 4WD




IMAGE NOT AVAILABLE

2

RECALLS

INVESTIGATIONS 1

COMPLAINTS 36

★★★★☆

OVERALL SAFETY RATING

January 17, 2025 NHTSA ID NUMBER: 11636613

Components: ENGINE

NHTSA ID Number: 11636613

Incident Date November 10, 2024

Consumer Location CROWN POINT, IN

Vehicle Identification Number 1GKS2JKL7NR****

Summary of Complaint


CRASH	No	Engine failed on highway in a different state, was able to drive home but barely made it. 2 newborns, 2 toddlers, and 2 adults were all in the vehicle at the time the engine started squealing. No warning signs. Dealer dropped oil filter and it was full of metal. Official diagnosis was main crank thrust bearing failure. Rebuilt engine was installed under powertrain warranty (37500 miles). GM did not put us in a comparable rental vehicle, so I had to pay out of pocket expenses outside of their rental allowance for a compact car. Dealer charged for an oil change. Dealer changed the rebuilt engine warranty terms upon pickup from 3yr/100,000miles to 12mo/12,000 miles or the current terms of power train warranty, whichever was longer. GM is well aware of this issue and is keeping it quiet. Rebuilt engines are on back order for months because it's that common of a failure.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

[Copy Link to Information](#)

63. A consumer from Virginia wrote on January 17, 2025, regarding their 2021 GMC Yukon that technicians diagnosed a “spun rod bearing problem that is very common.”

2021
GMC YUKON XL
SUV 2WD



11

RECALLS

INVESTIGATIONS 2

COMPLAINTS 55

★★★★☆

OVERALL SAFETY RATING

January 17, 2025 NHTSA ID NUMBER: 11636676

Components: ENGINE

NHTSA ID Number: 11636676

Incident Date January 2, 2025

Consumer Location OAKTON, VA

Vehicle Identification Number 1GKS2JKL5MR****

Summary of Complaint

CRASH	No	Our 6.2L failed unexpectedly after regular maintenance. No warning, just the sound of knocking in the engine then loss of power and bad sounds from the engine. Stranded on side of road. GM wants to replace the entire engine without opening engine, claiming lower engine damage. Technicians say this is spun rod bearing problem that is very common. Dangerous and poor quality.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

[Copy Link to Information](#)

64. A consumer from Texas wrote on January 18, 2025, regarding their 2021 Chevrolet Silverado 1500 that after their engine stopped working while driving on a highway, a Chevy dealer diagnosed that the bearings failed.

2021
CHEVROLET
SILVERADO 1500
PU/RC 2WD

6

RECALLS

INVESTIGATIONS 2

COMPLAINTS 309

★★★★★

OVERALL SAFETY RATING

[Copy Link to Information](#)

January 18, 2025
NHTSA ID NUMBER: 11636710

Components: ENGINE

NHTSA ID Number: 11636710

Incident Date November 14, 2024

Consumer Location SPRING, TX

Vehicle Identification Number 3GCPYFEL4MG****

Summary of Complaint


CRASH	No	Engine stopped working while driving on major highway. Coasted to stop on shoulder. Truck was towed to nearest Chevy dealer, Parkway Chevy, Tomball, TX ([XXX]). Diagnosed bearings failed, camshaft froze and engine valve damaged. After rude treatment by service agent and service manager, towed truck to original dealer in Conroe, TX-- Buckalew Chev/Keating Chev (Nov. 25, 2024). They confirmed problem and truck has been sitting at their dealership since Nov. 25, 2024 waiting for re-mfgd engine. No timeline given for replacement. Bought another truck (Toyota Tundra -- [XXX]). INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)
FIRE	No	
INJURIES	0	
DEATHS	0	

[1 Affected Product ▾](#)

[Copy Link to Information](#)

65. A consumer from Nevada wrote on January 18, 2025, regarding their 2022 Chevrolet Silverado that in March 2024 their vehicle suffered a “catastrophic main crankshaft bearing failure resulting in the vehicle losing power on a local highway.”

2022
**CHEVROLET
SILVERADO 1500
LTD**
PU/RC 2WD


IMAGE NOT AVAILABLE

4

RECALLS

INVESTIGATIONS 1

COMPLAINTS 207

★★★★★

OVERALL SAFETY RATING

January 18, 2025 NHTSA ID NUMBER: 11636827

Components: ENGINE

NHTSA ID Number: 11636827

Incident Date March 2, 2024

Consumer Location NORTH LAS VEGAS, NV

Vehicle Identification Number 3GCUDHEL7NG****

Summary of Complaint

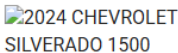
CRASH	No	In March of 2024 my 2022 Silverado with the 6.2L V8 suffered a catastrophic main crankshaft bearing failure resulting in the vehicle losing power on a local highway. I was able to coast the vehicle to the side of the road where it would not restart. GM replaced the engine under warranty. 8 months later (november of 2024) the same vehicle suffered a subsequent engine failure with similar symptoms but I haven't yet recieved the exact cause.
FIRE	No	
INJURIES	0	
DEATHS	0	

[1 Affected Product](#)

[Copy Link to Information](#)

66. A consumer from Indiana wrote on January 18, 2025, regarding their 2024 Chevrolet Silverado 1500 that in April 2024 their vehicle “spun a bearing in the lower part of the engine after 1147 miles of use.”

2024
**CHEVROLET
SILVERADO 1500**
PU/RC RWD


2024 CHEVROLET
SILVERADO 1500

1

RECALLS

INVESTIGATIONS 1

COMPLAINTS 73

★★★★★

OVERALL SAFETY RATING

January 18, 2025 NHTSA ID NUMBER: 11636703

Components: ENGINE

NHTSA ID Number: 11636703

Incident Date April 10, 2024

Consumer Location HUNTINGTON, IN

Vehicle Identification Number 1GCUDGEL9RZ****

Summary of Complaint

CRASH	No	Vehicle spun a bearing in the lower part of the engine after 1147 miles of use.
FIRE	No	
INJURIES	0	
DEATHS	0	

[1 Affected Product](#)


[Copy Link to Information](#)

67. A consumer from Oklahoma wrote on January 18, 2025, regarding their 2023 GMC Yukon that their engine failed because the “bearings couldn’t get oil.”

2023

GMC YUKON

SUV 2WD



3

RECALLS

INVESTIGATIONS 1

COMPLAINTS 48

★★★★☆

OVERALL SAFETY RATING

January 18, 2025 NHTSA ID NUMBER: 11636779

Components: ENGINE

NHTSA ID Number: 11636779

Incident Date August 5, 2023

Consumer Location BURNS FLAT, OK

Vehicle Identification Number 1GKS2DKL4PR****

Summary of Complaint

CRASH	No	I've had the engine blown and replaced twice. The first time it failed in the middle of an intersection. We could not put it in neutral to move it. We had to call a tow truck. No check engine lights just a noise. The engine had failed bc the bearings couldn't get oil. The second time it blew I was driving down the interstate and same thing only a noise so I pulled over and the car died. Also had to call a tow truck. It was the same as the first time the engine had blew because of the bearings not getting any oil. So now I'm on my third engine in a 2023, hoping that it doesn't do it again.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

[Copy Link to Information](#)

68. A consumer from New Mexico wrote on January 18, 2025, regarding their 2023 GMC Yukon that, following their belief their vehicle had a defective connecting rod bearing, their local dealership “confirmed the engine was defective and would require replacement.”

January 18, 2025 NHTSA ID NUMBER: 11636784

Components: ENGINE

NHTSA ID Number: 11636784

Incident Date November 23, 2024

Consumer Location RIO RANCHO, NM

Vehicle Identification Number 1GKS2DKL8PR****


Summary of Complaint

CRASH	No	<p>While passing on a two-lane road at approximately 70 MPH, the vehicle stalled and acted as if the engine wasn't running. Pulled over to the side of the road and was able to restart the engine after shifting to park. Engine was harder to start than usual and cranked slowly. After restarting, the engine ran fine for the remainder of the trip, but would occasionally have difficulty cranking. After this incident, the engine developed a knock that would vary with engine RPM, and sounded like a defective connecting rod bearing. Pulled the dipstick and noticed metal shavings in the oil. Took the vehicle to local dealership who confirmed the engine was defective and would require replacement. Vehicle has been at the dealership since December 5th waiting for a backordered engine.</p>
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

[Copy Link to Information](#)

2023
GMC YUKON
SUV 2WD



3
RECALLS

INVESTIGATIONS 1
COMPLAINTS 48


★★★★☆
OVERALL SAFETY RATING

69. A consumer wrote on January 18, 2025, regarding their 2021 GMC Yukon, that after their car went into neutral while driving next to an 18 wheeler with four children in the car, their dealer determined their vehicle “threw a rod and that the that the engine was broken and the whole engine would need to be replaced.”

2021

GMC YUKON XL

SUV 2WD



11

RECALLS

INVESTIGATIONS 2

COMPLAINTS 55

★★★★★

OVERALL SAFETY RATING

January 18, 2025 NHTSA ID NUMBER: 11636704

Components: ENGINE

NHTSA ID Number: 11636704

Incident Date November 5, 2024

Consumer Location Unknown

Vehicle Identification Number 1GKS2JKL1MR****

Summary of Complaint


CRASH	No	<p>We were driving on the interstate outside of Chattanooga TN when our car went into neutral while we were in the left hand lane next to a 18 wheeler. My husband was driving and we have our four children and dog in the car. We lost acceleration. My husband was successful in getting us off the highway and onto the shoulder. The car started again and we tried to make it to the next exit when it went into neutral again and lost power. This was on [XXX]. We had it towed to the nearest dealer, Integrity Motors. They called us and said that it threw a rod and that the engine was broken and the whole engine would need to be replaced. After replacing the engine (it took 2 months) we picked the car up only to have the engine light come on. I took it to Autozone where they ran the codes and told me that the fuel injectors were bad and possibly the intake manifold gasket. I called Chattanooga and they told me that I should take it to the nearest GMC dealer. Parks GMC in Greenville inspected the car and we had to put in 8 fuel injectors. I have documentation of all of these issues. There was no warning light or any warning that our engine was about to shut down. We could have been in a serious wreck with the 18 wheeler with possible loss of life or injury. We have had significant financial loss. INFORMATION REDACTED PURSUANT TO THE FREEDOM OF INFORMATION ACT (FOIA), 5 U.S.C. 552(B)(6)</p>
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product ▾

[Copy Link to Information](#)

70. A consumer wrote on January 19, 2025, regarding their 2021 Chevrolet Silverado 1500, that after their vehicle turned off on the freeway in June 2022, their dealership told them their vehicle “spun a bearing and threw two rods and needed a new engine.”

2021
CHEVROLET
SILVERADO 1500
PU/RC 2WD



6
RECALLS

INVESTIGATIONS 2
COMPLAINTS 309

★★★★★

OVERALL SAFETY RATING

January 19, 2025 NHTSA ID NUMBER: 11636943

Components: ENGINE

NHTSA ID Number: 11636943

Incident Date June 18, 2022

Consumer Location Unknown

Vehicle Identification Number 3GCPYFEL1MG****

Summary of Complaint

CRASH	No	I was driving 65mph down the freeway when the truck suddenly turned off and the dash told me to put in neutral and start again so I did just that. Made it about another mile and the truck completely turned off and wouldn't turn back on there was nowhere to pull over or get off the freeway in that time frame so I was stopped in the middle of the highway with my family in the truck. Luckily a guy in another truck was able to push me over to the shoulder with his vehicle where I sat and waited four hours for a tow to the dealership. Two days later they called me and told me it's spun a bearing and threw two rods and needed a new engine. I'm anal about servicing my vehicles they told me it just happens, but it was a brand new truck with only 35k miles. Ever since I got the new engine installed it's constantly squeaking and they can't seem to pin point the issues I feel like it's going to happen again and this next time I'll probably be out of warranty and it'll be out of pocket for me to fix.
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product

[Copy Link to Information](#)

71. A consumer from Tennessee wrote on January 23, 2025, regarding their 2022 GMC Sierra 1500 that their vehicle was repaired at a GM dealer in November 2022 for a spun bearing.

2022

GMC SIERRA 1500 LIMITED

PU/RC 2WD

4

RECALLS

INVESTIGATIONS 1

COMPLAINTS 207

★★★★★

OVERALL SAFETY RATING

January 23, 2025 NHTSA ID NUMBER: 11637928

Components: ENGINE

NHTSA ID Number: 11637928

Incident Date November 29, 2022

Consumer Location KNOXVILLE, TN

Vehicle Identification Number 3GTPUEEL6NG****

Summary of Complaint

CRASH	No	bought vehicle in may 2022. had engine suddenly 'lock up' while driving on the highway to work in november 2022. towed and repaired at gym dealer through december 2022 for 'spun bearing'. had 'fuel sensor' replaced in 10/23 when it failed the day before our planned fall break, towing our camper... then mid-december 2023 had camshaft part replacement when it 'locked up' again. got it back for 9 days when it once again 'locked up' (not driving this time...) and had engine completely replaced. on the first two occasions i was traveling at highway speed when all of a sudden- i lost power to the engine. thankfully i was on the shoulder side not towing anything either time!
FIRE	No	
INJURIES	0	
DEATHS	0	

1 Affected Product -

[Copy Link to Information](#)

72. Additional recent complaints on the NHTSA website regarding the Engine Defect include the following:

- January 18, 2025 (2021 GMC Yukon)
- January 19, 2025 (2021 Chevrolet Silverado 1500)
- January 19, 2025 (2022 Chevrolet Silverado 1500)
- January 19, 2025 (2021 Chevrolet Silverado 1500) (bearing failure left driver stranded in middle of busy interstate)
- January 19, 2025 (2023 Chevrolet Silverado 1500)
- January 19, 2025 (2023 Chevrolet Tahoe) (thrown bearing caused vehicle to go to neutral while driving on five lane highway)
- January 19, 2025 (2019 GMC Sierra Limited 1500)
- January 19, 2025 (2021 GMC Sierra 1500) (rod bearing failure caused engine to seize and nearly caused accident and vehicle to go over cliff)
- January 19, 2025 (2022 GMC Sierra Limited 1500)
- January 19, 2025 (2022 GMC Yukon)
- January 19, 2025 (2023 GMC Yukon)

- January 19, 2025 (2023 GMC Yukon)
- January 20, 2025 (2023 Chevrolet Silverado 1500)
- January 20, 2025 (2021 Chevrolet Silverado 1500)
- January 20, 2025 (2022 Chevrolet Silverado 1500)
- January 20, 2025 (2022 GMC Sierra Limited 1500)
- January 20, 2025 (2022 GMC Sierra Limited 1500)
- January 20, 2025 (2023 GMC Yukon)
- January 20, 2025 (2023 GMC Yukon)
- January 21, 2025 (2020 Chevrolet Silverado 1500)
- January 21, 2025 (2023 Chevrolet Silverado 1500)
- January 21, 2025 (2022 Chevrolet Silverado 1500)
- January 21, 2025 (2024 Chevrolet Suburban)
- January 21, 2025 (2022 GMC Sierra Limited 1500)
- January 21, 2025 (2023 GMC Yukon)
- January 22, 2025 (2022 Chevrolet Silverado 1500)
- January 22, 2025 (2022 GMC Sierra Limited 1500)
- January 22, 2025 (2023 GMC Yukon)
- January 22, 2025 (2023 Cadillac Escalade) (bearing issue caused vehicle to shut down and stop on highway with family of 6 in car)
- January 22, 2025 (2021 Chevrolet Suburban) (engine seizure from main bearing failure left family stranded in middle of night for over seven hours)
- January 23, 2025 (2022 GMC Sierra Limited 1500)
- January 23, 2025 (2023 GMC Sierra Limited 1500)
- January 23, 2025 (2021 GMC Yukon)
- January 23, 2025 (2022 GMC Yukon)
- January 25, 2025 (2023 GMC Sierra Limited 1500)
- January 26, 2025 (2021 Chevrolet Tahoe)
- January 26, 2025 (2023 Chevrolet Tahoe)
- January 27, 2025 (2023 GMC Sierra Limited 1500)
- January 27, 2025 (2021 GMC Yukon)
- January 28, 2025 (2021 GMC Yukon)
- January 28, 2025 (2023 Chevrolet Silverado 1500)
- January 28, 2025 (2024 Chevrolet Silverado 1500)
- January 28, 2025 (2023 GMC Sierra 1500)

- January 28, 2025 (2024 GMC Sierra 1500)
- January 29, 2025 (2024 Cadillac Escalade)
- January 29, 2025 (2021 Chevrolet Silverado 1500) (dealer diagnosed failure of crankshaft bearings and connecting rod bearings on September 2024)
- January 29, 2025 (2023 Chevrolet Silverado 1500)
- January 29, 2025 (2023 Chevrolet Tahoe)
- January 29, 2025 (2023 Chevrolet Tahoe)
- January 29, 2025 (2024 Chevrolet Tahoe)
- January 29, 2025 (2023 GMC Sierra 1500) (bearings failure caused engine shut down while driving on highway with three children in vehicle)
- January 29, 2025 (2021 GMC Yukon)
- January 30, 2025 (2024 Chevrolet Silverado 1500)
- January 30, 2025 (2022 Chevrolet Suburban)
- January 30, 2025 (2022 GMC Sierra 1500)
- January 31, 2025 (2021 GMC Yukon)
- February 1, 2025 (2024 Chevrolet Silverado 1500)
- February 2, 2025 (2023 Chevrolet Tahoe)
- February 2, 2025 (2024 GMC Sierra 1500)
- February 3, 2025 (2021 GMC Yukon) (Chevrolet dealer diagnosed crank bearing failure in September 2023)
- February 6, 2025 (2022 Chevrolet Tahoe)
- February 7, 2025 (2019 GMC Sierra 1500)
- February 10, 2025 (2021 GMC Sierra 1500)
- February 10, 2025 (2023 GMC Sierra 1500)
- February 12, 2025 (2023 GMC Sierra 1500)
- February 13, 2025 (2023 GMC Sierra 1500)

73. Further, there are at least 175 additional complaints on the NHTSA website involving Class Vehicles, that, although they do not specifically reference a bearing issue, refer to the common symptom of a Class Vehicle's engine seizing or locking up.

74. Upon information and belief, consumers who submitted a complaint to NHTSA also took their Class Vehicles to GM dealers prior to submitting their complaints to NHTSA, and the dealers reported the issues to GM.

3. GM's knowledge of the Engine Defect from complaints on third-party websites and forums

75. GM's knowledge of the Engine Defect is also evidenced by consumer complaints regarding the Engine Defect on various online websites and forums, in which consumers have, for years, complained of the Engine Defect.

76. GM routinely monitors the internet for complaints about GM vehicles.

77. Various consumer complaints about the Engine Defect can be found online.

78. On December 5, 2021, an owner of a 2021 Chevrolet Silverado posted on the website [carcomplaints.com](https://www.carcomplaints.com) that his local dealer found that “two rods had gone through the engine block and the engine needed to be replaced” and that “[t]he manufacturer was made aware of the failure.”²³

79. On March 8, 2023, a driver complained about a “Spun Crankshaft Bearing” on his 2022 6.2L Yukon on the website [tahoeyukonforum.com](https://www.tahoeyukonforum.com). He stated

²³https://www.carcomplaints.com/Chevrolet/Silverado_1500/2021/engine/engine-5.shtml (accessed 2/17/25).

that about three weeks prior, after his vehicle switched to neutral when he was driving at 70mph, his local dealership found that the crankshaft bearing had spun.²⁴

80. On April 1, 2023, a driver of a 2022 Sierra 1500 complained about “Main Bearing Fail” on the website silveradosierra.com.²⁵

81. On July 14, 2023, a driver of a 2023 Yukon posted on tahoe yukon forum.com: “Spun Crankshaft Bearing Cause?” and stated that his 2023 Yukon died on May 6, 2023. He added that his dealer said there was a “nationwide backlog for the 6.2L.”²⁶

82. On February 26, 2024, a driver complained on the website tahoe yukon forum.com of “Main bearing failure” on his 2023 Yukon Denali, as he was informed by his dealer on or about February 26, 2024.²⁷

²⁴ <https://www.tahoe yukon forum.com/threads/2022-6-2l-yukon-spun-crankshaft-bearing.140149/> (accessed 2/17/25).

²⁵ <https://www.silveradosierra.com/threads/6-2-main-bearing-fail.752695/> (accessed 2/17/25).

²⁶ <https://www.tahoe yukon forum.com/threads/spun-crankshaft-bearing-cause.142697/> (accessed 2/17/25).

²⁷ <https://www.tahoe yukon forum.com/threads/main-bearing-failure-on-6-2l-for-me-ugh.146957/> (accessed 2/17/25).

83. On March 4, 2024, a driver complained about “Main Bearing Failure with a 6.2L at 3,200 miles” on the website [tahoeyukonforum.com](https://www.tahoeyukonforum.com), stating his local dealer determined his truck had a “spun bearing” and needed a new engine.²⁸

84. On March 18, 2024, a driver of a Yukon Denali stated on [tahoeyukonforum.com](https://www.tahoeyukonforum.com) that his “Denali 6.2 spun a rod bearing at 25k.”²⁹

85. On December 12, 2024, a driver of a 2021 Yukon Denali stated on [tahoeyukonforum.com](https://www.tahoeyukonforum.com) that his vehicle “suffered a spun rod bearing at 44k miles,” as he was informed by his GMC dealership on or about December 9, 2024.³⁰

86. Upon information and belief, and as referenced in many online comments, consumers who submitted complaints on third-party websites also took their Class Vehicles to GM dealers at or around the time of their online complaints, and the dealers reported the issues to GM.

4. GM’s knowledge of the Engine Defect from its dealers and legal actions

87. GM also gained knowledge of the Engine Defect from its dealers and via legal actions involving Class Vehicles with the Engine Defect.

²⁸<https://www.tahoeyukonforum.com/threads/main-bearing-failure-with-6-2l-at-3-200-miles.147085/> (accessed 2/17/25).

²⁹<https://www.tahoeyukonforum.com/threads/stunned-denali-6-2-spun-a-rod-bearing-at-25k.147553/> (accessed 2/17/25).

³⁰<https://www.tahoeyukonforum.com/threads/spun-rod-bearing-2021-yukon-denali-6-2-l.151892/> (accessed 2/17/25).

88. For example, in September 2024, Plaintiff took his vehicle to GM's authorized dealer and told them of a rattling sound heard when accelerating.

89. The next month, Plaintiff was back because his check engine light was on and a knocking sound was coming from the engine. Upon examining the oil, the dealer discovered metal in the oil. Upon further examination, the dealer discovered the bearing and connecting rod had broken into many pieces damaging the engine block.

90. Upon information and belief, GM's authorized dealers report information about the Engine Defect, including Plaintiff's information, to GM.

91. Legal actions filed by other consumers also demonstrate knowledge by GM's authorized dealers and GM.

92. For example, in *Sullivan v. General Motors*, 2:24-cv-02309 (E.D. La.), filed on September 24, 2024, the plaintiff alleged that his 2023 Sierra 1500 had the Engine Defect. He further alleges that GM's dealer made the following notations:

*Customer states there is a knocking sound coming from the engine. Found thrust bearing and crank discolored and rod bearing in pieces in oil pan. Found [truck's] oil is contaminated with metal.*³¹

³¹ Dkt. 1, ¶ 9.

93. The plaintiff also alleges that he “directly notified [GM] of the defects, non-conformities, and conditions in the Vehicle.”³²

94. In another online forum, a consumer with a 2021 Sierra complained in 2023 that he already had two blown engines after only 25,000 miles, with the most recent being because of spun bearings.³³ He described the incident as follows:

I was on interstate in bumper to bumper traffic. All I did was take my foot off brake to start rolling. No warnings. Engine locked up and shut down. I’m on pace to have an engine replacement every 7-8 months. Third engine in 22 months.³⁴

95. On February 20, 2023, the consumer described the “official diagnosis,” which, upon information and belief, came from a GM dealer: “#3 & 4 rod bearing spun & stacked, crankshaft journals damaged. Full engine replacement.”³⁵

96. On February 28, 2023, the consumer indicated he had filed a legal action³⁶ and on May 2, 2023, he described a settlement: “GM finally settled out of

³² *Id.* ¶ 11.

³³ https://www.silveradosierra.com/threads/2021-at4-25k-miles-two-blown-6-2-engines.751836/?post_id=7376211&nested_view=1&sortby=oldest#post-7376211 (user “Barnes53”) (accessed 2/18/25).

³⁴ *Id.* (Feb. 20, 2023).

³⁵ *Id.*

³⁶ *Id.*

court. They are buying the truck back and returning all payments along with collateral costs in addition to covering lawyer costs.”³⁷

97. Upon information and belief, GM has had knowledge of the Engine Defect because GM has been subject to other lawsuits or private arbitrations involving the Engine Defect.

D. The Engine Defect is a Material Fact that GM Failed to Disclose

98. Based on the above, GM has been aware of the Engine Defect in the Class Vehicles since at least 2022, and likely prior to 2022.

99. The existence of the Engine Defect is a material fact, because a reasonable consumer would likely consider it important to know, when purchasing or leasing a vehicle, that the engine bearings may cause the engine to seize up and fail while driving, such that the driver, passenger, and other individuals in nearby vehicles are at substantial risk.

100. Furthermore, the existence of the Engine Defect is also a material fact because a reasonable consumer would likely be induced to change his or her decision to purchase or lease one of the Class Vehicles based on knowing that the engine bearings may cause the engine to seize up and fail while driving, such that the driver, passenger, and other individuals in nearby vehicles are at substantial risk.

³⁷https://www.silveradosierra.com/threads/2021-at4-25k-miles-two-blown-6-2-engines.751836/page-2?nested_view=1&sortby=oldest (accessed 2/18/25).

101. Although, as set forth herein, it has known about the Engine Defect for several years, GM failed to inform Plaintiff and Class Members of the Engine Defect prior to their purchases or leases of Class Vehicles.

102. For example, despite having a webpage specifically entitled “Vehicle Safety,” as set forth above, GM failed to make any disclosure relating to the Engine Defect on this webpage.

103. GM also did not make any disclosures relating to the Engine Defect on any other easily accessible webpage relating to its Class Vehicles or components thereof.

104. Nor did GM notify its dealers that they should inform potential purchasers of the Class Vehicles about the Engine Defect prior to selling a vehicle.

105. GM should have disclosed to consumers, and directed its dealers to disclose to consumers, the existence of the Engine Defect in Class Vehicles.

106. GM also had a duty to disclose the Engine Defect because it presented a safety hazard to consumers.

107. By failing to make adequate disclosures on its webpages or other materials provided to consumers, and by failing to direct its dealers to make these disclosures, GM prevented consumers from learning about the existence and nature of the Engine Defect prior to their purchases or leases.

108. As a result, GM obtained money from consumers through their purchases or leases of Class Vehicles in transactions in which Class Members lacked material information relevant to their purchases or leases.

109. Plaintiff and Class Members have been damaged by GM's conduct and omissions because they purchased or leased a Class Vehicle of a quality different than promised and, in some instances, have been charged to make attempts to repair the Engine Defect—though no adequate repair is currently known.

E. Plaintiff's Experience

110. In October 2022, Plaintiff bought a 2023 Yukon Denali ("Plaintiff's Vehicle") from Laura Buick GMC, Inc., in Collinsville, Illinois.

111. Plaintiff's Vehicle was for Plaintiff's personal use.

112. Before his purchase Plaintiff spent time searching on GM's website several times looking at the 2023 Yukon Denali and its features, but there was no mention of the Engine Defect. Plaintiff also looked at 2023 Yukons offered for sale on the website of Laura Buick GMC, Inc, but there was no mention of the Engine Defect. Nor did the salesperson or any other document inform Plaintiff about the Engine Defect prior to his purchase of Plaintiff's Vehicle.

113. Plaintiff expected that the engine in Plaintiff's Vehicle would function properly and would be free of defects.

114. The inclusion of the engine that is not overly susceptible to bearing failure and resulting seizure while driving was material to Plaintiff.

115. Plaintiff was not aware of the Engine Defect, and was not made aware of the Engine Defect by GM, prior to his purchase of Plaintiff's Vehicle.

116. Because of the undisclosed defect, Plaintiff's Vehicle was worth less than what he actually paid for it.

117. Had Plaintiff been aware of the defect, he would not have purchased the vehicle or would have paid less for it.

118. In October 2024, Plaintiff brought Plaintiff's Vehicle to Laura Buick GMC, Inc. after the check engine light appeared, where it was diagnosed with the Engine Defect, including metal in the oil, a spun connecting rod bearing, and damage to the engine block. Although his engine was replaced, it was replaced with another L87 V8 engine, and thus the Engine Defect still exists in Plaintiff's Vehicle.

119. The Engine Defect present in Plaintiff's Vehicle has not been resolved and is an ongoing defect that continues to cause harm to Plaintiff, including by creating a safety risk. Thus, Plaintiff faces the risk of future harm for which legal remedies are inadequate.

120. GM has not directly disclosed to Plaintiff the existence of the Engine Defect or any fix for the Engine Defect.

121. Plaintiff also desires to purchase vehicles, including Class Vehicles, from GM in the future and would consider spending his money to purchase such vehicles from GM in the future if GM acknowledged the existence of the Engine Defect and provided an adequate remedy for the Engine Defect. Such acknowledgment of the Engine Defect and notice of an adequate remedy would enable Plaintiff to have the confidence to rely on GM's representations in the future when considering whether to purchase GM's vehicles, which would otherwise be lacking.

122. Accordingly, without such acknowledgment of or fix for the Engine Defect, Plaintiff will continue to suffer harm for which remedies at law are inadequate.

CLASS ACTION ALLEGATIONS

123. **The Class.** Plaintiff brings this action on his own behalf and as a class action on behalf of all similarly-situated owners and lessees of Class Vehicles.

124. Specifically, Plaintiff seeks to represent the following Classes:

All persons who reside in Illinois who, within the applicable period of limitations preceding the filing of this lawsuit to the date of class certification, purchased or leased a "Class Vehicle."

(The "Illinois Class")

All persons who reside in California, Florida, Illinois, Michigan, Missouri, Ohio, Oregon, South Carolina, Tennessee, Virginia, or Washington, who, within the applicable period of limitations

preceding the filing of this lawsuit to the date of class certification, purchased or leased a “Class Vehicle.”³⁸

(The “Consumer Fraud Multi-State Class”)³⁹

125. A “Class Vehicle” is defined as a 2019-2024 Chevrolet Silverado 1500; 2021-2024 Chevrolet Tahoe; 2021-2024 Chevrolet Suburban; 2019-2024 GMC Sierra 1500; 2021-2024 GMC Yukon; 2021-2024 GMC Yukon XL; 2021-2024 Cadillac Escalade; or 2021-2024 Cadillac Escalade ESV.

126. Excluded from the Classes are officers, directors and employees of GM, counsel and members of the immediate families of counsel for Plaintiff herein, and the judge presiding over this action and any member of the judge’s immediate family.

³⁸ Plaintiff reserves the right to add or remove states from the Consumer Fraud Multi-State Class at the time of class certification based on information obtained during discovery. Plaintiff asserts that the states included in the Consumer Fraud Multi-State Class have similar consumer fraud laws under the facts of this case. *See* California (Cal. Business & Professions Code §§ 17200 et seq.; Cal. Civil Code § 1750 *et seq.*); Florida (Fla. Stat. § 501.201, et seq.); Michigan (Mich. Comp. Laws § 445.901, et seq.); Missouri (Mo. Rev. Stat. § 407.010, et seq.); Ohio (Ohio Rev. Code Ann. § 1345.01, et seq.); Oregon (Or. Rev. Stat. § 646.605, et seq.); South Carolina (S.C. Code Ann. § 39-5-10, et seq.); Tennessee (Tenn. Code Ann. § 47-18-101 et seq.); Virginia (VA Code § 59.1-196, et seq.); and Washington (Wash. Rev. Code § 19.86.010, et seq.).

³⁹ The Illinois Class and the Consumer Fraud Multi-State Class are collectively referred to herein as the “Class” or the “Classes.”

127. This action is properly maintainable as a class action under Federal Rule of Civil Procedure 23(a), 23(b)(2), 23(b)(3), and/or 23(c)(4).

128. Plaintiff reserves the right to amend or modify the Class definitions and/or Class Vehicles with greater specificity or division into subclasses prior to class certification and after having had an opportunity to conduct discovery.

129. **Numerosity.** The members of each proposed Class are so numerous that joinder of all members is impracticable. Upon information and belief, the number of Class Vehicles exceeds 800,000. The precise number of Class Members is unknown at this time, as such information is in the exclusive control of GM and/or third parties.

130. **Common Questions of Law and Fact and Predominance.** Numerous questions of law and fact are common to Plaintiff and the Class Members, and predominate over any individual questions. Such common legal and factual questions include, but are not limited to:

- a. Whether GM sells or has sold vehicles that have the Engine Defect described herein;
- b. When GM first learned of the Engine Defect;
- c. Whether GM has omitted relevant information regarding the Engine Defect from its communications with consumers prior to their purchases or leases;
- d. Whether and to what capacity GM is able to remedy the Engine Defect;

- e. Whether GM's actions described herein are unfair, deceptive, or constitute an omission of a material fact under ICFA and the consumer protection laws of the states in the Consumer Fraud Multi-State Class;
- f. Whether GM's actions described herein are unethical;
- g. Whether Plaintiff and the Class Members are entitled to compensatory damages, and the amount of such damages based on GM's sale and/or lease of vehicles with the Engine Defect;
- h. Whether injunctive and/or other equitable relief is warranted; and
- i. Whether Plaintiff and the Class Members are entitled to an award of punitive damages as permitted by the Illinois Consumer Fraud and Deceptive Business Practices Act and/or the consumer protection laws of the states in the Consumer Fraud Multi-State Class.

131. **Typicality.** Plaintiff's claims are typical of the claims of the Class Members. Plaintiff and all Class Members have suffered damages as a result of GM's unfair acts and omissions in failing to disclose the Engine Defect prior to their purchases or leases of Class Vehicles.

132. **Adequacy of Representation.** Plaintiff will fairly and adequately represent and protect the interests of the proposed Classes. Plaintiff has retained counsel with substantial experience in prosecuting complex litigation and consumer class actions.

133. Plaintiff and counsel are committed to prosecuting this action vigorously on behalf of the Classes, and do not have any interests that are contrary to or in conflict with those of the Classes they seek to represent.

134. **Superiority.** A class action is superior to all other available methods for fair and efficient adjudication of this controversy. Plaintiff knows of no difficulty to be encountered in the management of this action that would preclude its maintenance as a class action.

135. The prosecution of separate actions by individual members of the Classes would create a risk of inconsistent and varying adjudications concerning the subject of this action.

136. Absent a class action, the vast majority of Class Members likely would not be in a position to litigate their claims individually and would have no effective remedy at law through which to vindicate their claims against GM and be made whole.

137. Class treatment will conserve the resources of the courts and the litigants, and further efficient adjudication of Class Member claims.

138. **Class Action on Limited Issues.** Because there are common individual issues among the Class, it is appropriate for this action to be maintained as a class action with respect to particular issues if necessary.

**COUNT I: VIOLATION OF THE ILLINOIS CONSUMER FRAUD AND
DECEPTIVE BUSINESS PRACTICE ACT BY MEANS OF UNFAIR
BUSINESS PRACTICES**

(On behalf of Plaintiff and the Illinois Class)

139. Plaintiff incorporates by reference each of the allegations contained in the preceding paragraphs.

140. Each Class Vehicle is “merchandise” pursuant to 815 ILCS § 505/1(b).

141. The advertising, offering for sale, sale, and/or distribution of the Class Vehicles constitutes “trade” or “commerce” pursuant to 815 ILCS § 505/1(f).

142. Section 2 of the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS § 505/2 (“ICFA”), prohibits unfair methods of competition and unfair or deceptive acts or practices, including, but not limited to, “the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact . . . in the conduct of any trade or commerce . . . whether any person has in fact been misled, deceived or damaged thereby.”

143. Pursuant to ICFA, GM has a duty not to engage in any unethical or unfair practice in connection with the sale or advertisement of any merchandise in trade or commerce. For the reasons stated herein, it breached that duty.

144. As shown above, GM has known about the Engine Defect since at least early in 2022. Yet it failed to inform Plaintiff and the Illinois Class about the Engine Defect prior to their purchases or leases of Class Vehicles.

145. At a minimum, GM omitted material facts by not disclosing to Plaintiff and the Illinois Class prior to their purchases or leases that the Class Vehicles have a known issue where bearings may fail and cause the engine to seize up while the vehicle is being driven so that consumers would understand the risk associated with driving a Class Vehicle.

146. The existence of the Engine Defect is a fact which a reasonable consumer would likely consider to be important in making a purchasing decision, or which would be likely to induce a person to manifest his/her assent, or which the seller knows would be likely to induce a particular consumer to manifest his/her assent, or which would be likely to induce a reasonable consumer to act, respond or change his/her behavior in any substantial manner.

147. GM's omission of the Engine Defect constituted a failure to disclose material facts that were known to it, or that, upon reasonable inquiry, would be known to it.

148. Selling or leasing vehicles to Plaintiff and Class Members that contain the Engine Defect, while knowing of the defect but not disclosing it prior to

Plaintiff's and Class Members' purchases or leases, is unfair and unethical and violates generally accepted principles of ethical business conduct.

149. GM's unfair and unethical actions in failing to inform Plaintiff and the Illinois Class about the known Engine Defect prior to their purchases or leases were therefore purposeful, as GM chose not to give them any information regarding the Engine Defect prior to their purchases or leases, despite having had knowledge of the Engine Defect for many years.

150. Section 2 of ICFA further prohibits unfair methods of competition and unfair or deceptive acts or practices, including "the use or employment of any practice described in Section 2 of the 'Uniform Deceptive Trade Practices Act[.]'"

151. Section 2 also provides: "In construing this section consideration shall be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5(a) of the Federal Trade Commission Act."

152. As set forth above, GM engaged in, *inter alia*, the following deceptive trade practices described in Section 2 of the Uniform Deceptive Trade Practices Act in transactions with Plaintiff and the Illinois Class in Illinois which were intended to result in, and did result in, the sale of the Class Vehicles:

- a. Representing that the Class Vehicles have characteristics, uses, and/or benefits that they do not have.

- b. Representing that the Class Vehicles are of a particular standard, quality, or grade when they are of another.
- c. Advertising goods with intent not to sell them as advertised.
- d. Concealing, omitting, and/or suppressing material facts regarding the Engine Defect for the Class Vehicles so as to create a likelihood of confusion or misunderstanding.

153. The acts and practices engaged in by GM, as set forth herein, constitute unfair business practices in violation of 815 ILCS § 505/1 *et seq.* because they: (a) offend public policy; (b) are immoral, unethical, oppressive, or unscrupulous; and/or (c) cause substantial injury to consumers.

154. The aforesaid unfair acts and practices occurred in the course of conduct involving trade or commerce.

155. GM intended that Plaintiff and the Illinois Class rely on the aforesaid unfair acts and practices.

156. Plaintiff is a “consumer” under ICFA because he purchased a Class Vehicle for personal use.

157. Moreover, GM’s conduct as set forth herein involves trade practices addressed to the market generally or otherwise implicates consumer protection concerns.

158. Had GM disclosed the Engine Defect, Plaintiff and other members of the Illinois Class would not have purchased or leased the Class Vehicles or would have paid less for them.

159. As a direct and proximate result of the aforesaid violations of ICFA, Plaintiff and the Illinois Class have suffered an ascertainable loss of money by paying for vehicles with properly functioning engines without being told of the Engine Defect by GM prior to their purchases or leases, but instead received vehicles that had defective engines that were therefore worth a lesser value. Thus, Plaintiff and the Illinois Class paid more than the actual value for the Class Vehicles.

160. GM's acts and practices alleged herein have directly, foreseeably, and proximately caused loss, damages, and injury to Plaintiff and the Illinois Class in an amount to be determined at trial.

161. GM continues to market, advertise, and sell the Class Vehicles in the unfair manner described herein.

162. The Engine Defect present in the Class Vehicles has not been resolved and is an ongoing defect that continues to cause harm to Plaintiff and the Illinois Class, including by creating a safety risk. Thus, Plaintiff and the Illinois Class face the risk of future harm for which legal remedies are inadequate.

163. GM has not directly disclosed to Plaintiff and the Illinois Class the existence of the Engine Defect or any fix for the Engine Defect.

164. Plaintiff and the Illinois Class also desire to purchase vehicles, including Class Vehicles, from GM in the future and would consider spending their money to purchase such vehicles from GM in the future if GM acknowledged the existence of the Engine Defect and provided an adequate remedy for the Engine Defect. Such acknowledgment of the Engine Defect and notice of an adequate remedy would enable Plaintiff and the Illinois Class to have the confidence to rely on GM's representations in the future when considering whether to purchase GM's vehicles, which would otherwise be lacking.

165. Accordingly, without such acknowledgment of or fix for the Engine Defect, Plaintiff and the Illinois Class will continue to suffer harm for which remedies at law are inadequate.

166. 815 ILCS § 505/10 permits the Court to enter injunctive relief to prevent GM's continued violation of the law by continuing to market, advertise, and sell the Class Vehicles in the unfair manner described herein, to oversee a corrective advertising campaign, and/or to oversee other corrective action such as an inspection program and installation of non-defective engines.

167. GM's conduct as aforesaid was and continues to be wanton, willful, outrageous, and in reckless indifference to the rights of Plaintiff and others similarly situated and, therefore, warrants the imposition of punitive damages.

168. Plaintiff has been forced to hire attorneys to enforce its rights under ICFA.

WHEREFORE, Plaintiff and the Illinois Class pray for the relief requested in the Prayer for Relief set forth below.

COUNT II: VIOLATION OF THE ILLINOIS CONSUMER FRAUD AND DECEPTIVE BUSINESS PRACTICE ACT BY MEANS OF DECEPTION

(On behalf of Plaintiff and the Illinois Class)

169. Plaintiff incorporates by reference each of the allegations contained in the preceding paragraphs.

170. GM's false and/or misleading statements, omissions, and misrepresentations described herein constitute deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of material facts in connection with the sale of merchandise in Illinois.

171. The acts and practices engaged in by GM, as set forth herein, constitute deceptive and/or fraudulent business practices in violation of 815 ILCS § 505/1 *et seq.*

172. The aforesaid fraudulent and deceptive acts and practices occurred in the course of conduct involving trade or commerce.

173. GM intended that Plaintiff and the Illinois Class rely on the aforesaid deceptive advertising, acts and practices.

174. Had GM disclosed the Engine Defect, Plaintiff and other members of the Illinois Class would not have purchased or leased the Class Vehicles or would have paid less for them.

175. As a direct and proximate result of the aforesaid violations of ICFA, Plaintiff and the Illinois Class have suffered an ascertainable loss of money by paying for vehicles with properly functioning engines without being told of the Engine Defect by GM prior to their purchases or leases, but instead received vehicles that had defective engines that were therefore worth a lesser value.

176. GM's acts and practices alleged herein have directly, foreseeably, and proximately caused loss, damages, and injury to Plaintiff and the Illinois Class in an amount to be determined at trial.

177. GM continues to market, advertise, and sell the Class Vehicles in the deceptive manner described herein.

178. The Engine Defect present in the Class Vehicles has not been resolved and is an ongoing defect that continues to cause harm to Plaintiff and the Illinois Class, including by creating a safety risk. Thus, Plaintiff and the Illinois Class face the risk of future harm for which legal remedies are inadequate.

179. GM has not directly disclosed to Plaintiff and the Illinois Class the existence of the Engine Defect or any fix for the Engine Defect.

180. Plaintiff and the Illinois Class also desire to purchase vehicles, including Class Vehicles, from GM in the future and would consider spending their money to purchase such vehicles from GM in the future if GM acknowledged the existence of the Engine Defect and provided an adequate remedy for the Engine Defect. Such acknowledgment of the Engine Defect and notice of an adequate remedy would enable Plaintiff and the Illinois Class to have the confidence to rely on GM's representations in the future when considering whether to purchase GM's vehicles, which would otherwise be lacking.

181. Accordingly, without such acknowledgment of or fix for the Engine Defect, Plaintiff and the Illinois Class will continue to suffer harm for which remedies at law are inadequate.

182. 815 ILCS § 505/10 permits the Court to enter injunctive relief to prevent GM's continued violation of the law by continuing to market, advertise, and sell the Class Vehicles in the deceptive manner described herein, to oversee a corrective advertising campaign, and/or to oversee other corrective action such as an inspection program and the installation of non-defective engines.

183. GM's conduct as aforesaid was and continues to be wanton, willful, outrageous, and in reckless indifference to the rights of Plaintiff and others similarly situated and, therefore, warrants the imposition of punitive damages.

184. Plaintiff has been forced to hire attorneys to enforce its rights under ICFA.

WHEREFORE, Plaintiff and the Illinois Class pray for the relief requested in the Prayer for Relief set forth below.

**COUNT III: VIOLATION OF THE STATE CONSUMER PROTECTION
STATUTES**

(On behalf of Plaintiff and the Consumer Fraud Multi-State Class)

185. Plaintiff and the Consumer Fraud Multi-State Class reallege and incorporate by reference, as though fully set forth herein, paragraphs 1-138 of this Complaint.

186. Defendant's conduct as alleged herein violates the consumer protection statutes of each of the states encompassing the Consumer Fraud Multi-State Class.

187. By its concealment, suppression or omission of material facts in connection with the sale of merchandise as set forth herein, Defendant engaged in deceptive business practices prohibited by the consumer protection statutes of the states in the Consumer Fraud Multi-State Class.

188. In the course of its business, Defendant willfully concealed, suppressed, or omitted material facts and deceived consumers regarding the Engine Defect in the Class Vehicles, as described herein, and otherwise engaged in activities with a tendency or capacity to deceive. Defendant also engaged in unlawful trade practices by employing deception, deceptive acts or practices, fraud, misrepresentations, or

concealment, suppression or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale of the Class Vehicles.

189. Defendant is directly liable for engaging in unfair and deceptive acts or practices in the conduct of trade or commerce in violation of the consumer protection statutes of the states in the Consumer Fraud Multi-State Class.

190. Defendant's actions as set forth above occurred in the conduct of trade or commerce.

191. As alleged herein, Defendant knew and/or should have known of the Engine Defect, while Plaintiff and the Consumer Fraud Multi-State Class were deceived by Defendant's concealment, suppression or omission into believing the Class Vehicles had working engines not subject to the Engine Defect, and this information could not have reasonably been known by the consumer.

192. The existence of the Engine Defect is a fact which a reasonable consumer would likely consider to be important in making a purchasing decision, or which would be likely to induce a person to manifest his/her assent, or which the seller knows would be likely to induce a particular consumer to manifest his/her assent, or which would be likely to induce a reasonable consumer to act, respond or change his/her behavior in any substantial manner.

193. GM's omission of the Engine Defect constituted a failure to disclose material facts that were known to it, or that, upon reasonable inquiry, would be known to it.

194. Defendant's unfair or deceptive acts or practices were likely to and did deceive reasonable consumers, including Plaintiff and the Consumer Fraud Multi-State Class. Defendant intentionally and knowingly concealed, suppressed, or omitted material facts regarding the Class Vehicles with an intent to mislead Plaintiff and the Consumer Fraud Multi-State Class.

195. The existence of the Engine Defect was material to Plaintiff and the Consumer Fraud Multi-State Class. Had GM disclosed the Engine Defect, Plaintiff and other members of the Consumer Fraud Multi-State Class would not have purchased or leased the Class Vehicles or would have paid less for them.

196. As a direct and proximate result of the aforesaid conduct, Plaintiff and the Consumer Fraud Multi-State Class have suffered an ascertainable loss of money by paying for vehicles with properly functioning engines without being told of the Engine Defect by GM prior to their purchases or leases, but instead received vehicles that had defective engines that were therefore worth a lesser value.

197. GM's acts and practices alleged herein have directly, foreseeably, and proximately caused loss, damages, and injury to Plaintiff and the Consumer Fraud Multi-State Class in an amount to be determined at trial.

198. GM continues to market, advertise, and sell the Class Vehicles in the deceptive manner described herein.

199. The Engine Defect present in the Class Vehicles has not been resolved and is an ongoing defect that continues to cause harm to Plaintiff and the Consumer Fraud Multi-State Class, including by creating a safety risk. Thus, Plaintiff and the Consumer Fraud Multi-State Class face the risk of future harm for which legal remedies are inadequate.

200. GM has not directly disclosed to Plaintiff and the Consumer Fraud Multi-State Class the existence of the Engine Defect or any fix for the Engine Defect.

201. Plaintiff and the Consumer Fraud Multi-State Class also desire to purchase vehicles, including Class Vehicles, from GM in the future and would consider spending their money to purchase such vehicles from GM in the future if GM acknowledged the existence of the Engine Defect and provided an adequate remedy for the Engine Defect. Such acknowledgment of the Engine Defect and notice of an adequate remedy would enable Plaintiff and the Consumer Fraud Multi-State Class to have the confidence to rely on GM's representations in the future when considering whether to purchase GM's vehicles, which would otherwise be lacking.

202. Accordingly, without such acknowledgment of or fix for the Engine Defect, Plaintiff and the Consumer Fraud Multi-State Class will continue to suffer harm for which remedies at law are inadequate.

203. Plaintiff and the Consumer Fraud Multi-State Class seek injunctive relief to prevent GM's continued violation of the law by continuing to market, advertise, and sell the Class Vehicles in the deceptive manner described herein, to oversee a corrective advertising campaign, and/or to oversee other corrective action such as an inspection program and the installation of non-defective engines.

204. GM's conduct as aforesaid was and continues to be wanton, willful, outrageous, and in reckless indifference to the rights of Plaintiff and others similarly situated and, therefore, warrants the imposition of punitive damages.

205. Plaintiff and the Consumer Fraud Multi-State Class have been forced to hire attorneys to enforce their rights.

WHEREFORE, Plaintiff and the Consumer Fraud Multi-State Class pray for the relief requested in the Prayer for Relief set forth below.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the Classes, seeks the following relief:

- A. certification of the Classes pursuant Federal Rule 23;
- B. appointing Plaintiff as the Class Representative and Plaintiff's attorneys as Class Counsel;
- C. awarding Plaintiff and the Classes compensatory damages, in an amount to be proved at trial;

- D. awarding Plaintiff and the Classes injunctive relief as permitted by law or equity, including, but not limited to, enjoining GM from continuing the unlawful practices as set forth herein and ordering GM to engage in a corrective advertising campaign, and to take other corrective action such as the creation of an inspection program and the installation of non-defective engines;
- E. awarding punitive damages for Plaintiff and the Classes under the Illinois Consumer Fraud and Deceptive Business Practices Act and/or under the laws of the states in the Consumer Protection Multi-State Class in an amount to punish GM's egregious conduct as set forth above and to deter GM and others from engaging in similar conduct;
- F. awarding pre-judgment and post-judgment interest;
- G. awarding attorneys' fees and costs; and
- H. providing such further relief as may be just and proper.

JURY DEMAND

Plaintiff demands a trial by jury on all claims so triable.

Dated: February 18, 2025

Respectfully submitted,

s/ Nicholas A. Coulson

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*applications for admission and/or *pro hac*
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